

EXHIBIT A



Notice of Service of Process

KN4 / ALL
Transmittal Number: 29740069
Date Processed: 08/21/2024

Primary Contact: Christine DiDomizio
Jaguar Land Rover North America, LLC
100 Jaguar Land Rover Way
Mahwah, NJ 07495-1100

Electronic copy provided to: Ricardo Tapia
Ramsey Ong
Nadira Kirkland
Patricia Bradley
Agnes Wegiel
Timothy Fleming

Entity: Jaguar Land Rover North America, LLC
Entity ID Number 3279821

Entity Served: Jaguar Land Rover North America, LLC

Title of Action: Renato Tuz Tun vs. Jaguar Land Rover North America, LLC

Matter Name/ID: Renato Tuz Tun vs. Jaguar Land Rover North America, LLC (16153191)

Document(s) Type: Summons/Complaint

Nature of Action: Breach of Warranty

Court/Agency: Santa Clara County Superior Court, CA

Case/Reference No: 24CV445526

Jurisdiction Served: California

Date Served on CSC: 08/21/2024

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Alpha Law Firm, P.C
310-400-5652

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

SUM-100

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

E-FILED
8/20/2024 9:07 AM
Clerk of Court
Superior Court of CA,
County of Santa Clara
24CV445526
Reviewed By: L. Ayala
Envelope: 16330514

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

JAGUAR LAND ROVER NORTH AMERICA, LLC; and DOES 1-100,
inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

RENATO TUZ TUN.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: Downtown Superior Court (DTS)
(El nombre y dirección de la corte es):
191 North First Street, San Jose, CA 95113

CASE NUMBER: (Número del Caso):
24CV445526

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Alexander Khoubian, Esq. (SBN: 330918), Alpha Law Firm, P.C.
9701 Wilshire Blvd., 10th Floor, Beverly Hills, CA 90212; (310)400-5652

DATE:

(Fecha) 8/20/2024 9:07 AM

Clerk of Court

Clerk, by

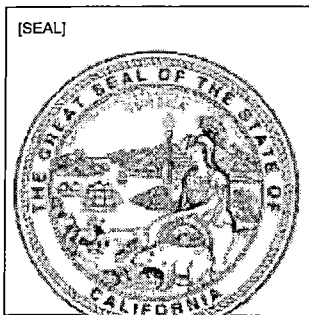
(Secretario) L. Ayala

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): JAGUAR LAND ROVER NORTH AMERICA, LLC
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): Corp. Code 17701.16, LLC
- ☐ by personal delivery on (date)

Page 1 of 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alpha Law Firm, P.C. Alexander Khoubian, Esq. (SBN: 330918) 9701 Wilshire Blvd., 10th Floor, Beverly Hills, CA 90210 TELEPHONE NO.: (310) 400-5652 FAX NO.: (310) 321-1304 EMAIL ADDRESS: eservice@alphalawpc.com ATTORNEY FOR (Name): RENATO TUZ TUN		FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 8/20/2024 9:07 AM Reviewed By: L. Ayala Case #24CV445526 Envelope: 16330514
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Downtown Superior Court (DTS)		
CASE NAME: TUZ TUN v JAGUAR LAND ROVER NORTH AMERICA, LLC		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000)	<input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	
CASE NUMBER: 24CV445526		JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort Auto (22) Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Product liability (24) Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort Business tort/unfair business practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) Wrongful eviction (33) Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) Antitrust/Trade regulation (03) Construction defect (10) Mass tort (40) Securities litigation (28) Environmental/Toxic tort (30) Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. Large number of separately represented parties
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. Large number of witnesses
e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. Substantial postjudgment judicial supervision |
|--|---|
3. Remedies sought (check all that apply): a. ☒ monetary b. nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): (6): VIOLATION OF STATUTORY OBLIGATIONS & NEGLIGENT REPAIR
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 20, 2024

Alexander Khoubian Esq.

(TYPE OR PRINT NAME)

A. Khoubian

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care
Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of
Emotional Distress
Negligent Infliction of
Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller
Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court
Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award
(not unpaid taxes)
Petition/Certification of Entry of
Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint
Case *(non-tort/non-complex)*
Other Civil Complaint
(non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate
Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

E-FILED

8/20/2024 9:07 AM

Clerk of Court

Superior Court of CA,

County of Santa Clara

24CV445526

Reviewed By: L. Ayala

Alpha Law Firm, P.C

Alexander Khoubian (SBN: 330918)

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Beverly Hills, CA 90212

Telephone: (310)400-5652

Facsimile: (310)321-1304

Attorneys for Plaintiff,

RENATO TUZ TUN

SUPERIOR COURT OF THE STATE OF CALIFORNIA**COUNTY OF SANTA CLARA**

RENATO TUZ TUN,

Plaintiff,

v.

JAGUAR LAND ROVER NORTH
AMERICA, LLC; and DOES 1-100,
inclusive,

Defendants.

CASE NO.: 24CV445526**Complaint**

1. VIOLATION OF SUBDIVISION (D) OF CIVIL CODE SECTION 1793.2
2. VIOLATION OF SUBDIVISION (B) OF CIVIL CODE SECTION 1793.2
3. VIOLATION OF SUBDIVISION (A)(3) OF CIVIL CODE SECTION 1793.2
4. BREACH OF EXPRESS WRITTEN WARRANTY (CIV. CODE, § 1791.2, SUBD. (a); § 1794)
5. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (CIV. CODE, § 1791.1; § 1794)

Plaintiff alleges as follows:

PARTIES

1. As used in this Complaint, the word "Plaintiff" shall refer to Plaintiff RENATO TUZ TUN.

2. Plaintiff is now, and at all times mentioned in this Complaint was, an individual adult resident of, California.

3. As used in this Complaint, the word "Defendant" shall refer to all Defendants named in this Complaint.

4. Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC, is a limited liability company organized and in existence under the laws of the State of Delaware and registered with the California Department of Corporations to conduct business in California. At all times relevant herein, Defendant was engaged in the business of designing, manufacturing, constructing, assembling, marketing, distributing, and selling automobiles and other motor vehicles and motor vehicle components in Santa Clara County.

5. The true names and capacities of defendants sued as DOES 1-100, inclusive, are presently unknown to Plaintiff. Plaintiff is informed and believes and based upon such information and belief thereon alleges that each such defendant is in some way responsible and liable for the events or happenings alleged in this Complaint. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and based upon such information and belief thereon alleges that at all times material herein each fictitiously named defendant, was either the true defendant or the agent and employee of each other defendant and in doing the things alleged herein, was acting within the scope and purpose of such agency and with the permission and consent of, and their actions were ratified by, the other defendants.

6. All acts of corporate employees as alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

7. Venue is proper in the current court given that the alleged breach occurred in SANTA

CLARA County and the damages sustained by Plaintiff are within the jurisdiction of the Superior Court of the State of California.

FIRST CAUSE OF ACTION

VIOLATION OF SUBDIVISION (D) OF CIVIL CODE SECTION 1793.2

(By Plaintiff Against all Defendants)

8. Plaintiff re-alleges and incorporates by reference every allegation contained in this Complaint as though fully set forth in this paragraph.

9. On or around May 10, 2023, Plaintiff purchased a 2018 Land Rover Range Rover, bearing vehicle identification number SALGS2RE6JA384633, (the "Vehicle") which was manufactured and or distributed by Defendant. The Vehicle was purchased or used primarily for personal, family, or household purposes. Plaintiff purchased the Vehicle from a person or entity engaged in the business of manufacturing, distributing, or selling consumer goods at retail.

10. In connection with the purchase, Plaintiff received an express written warranty in which Defendant undertook to preserve or maintain the utility or performance of the Vehicle or to provide compensation if there is a failure in utility or performance for a specified period of time. The warranty provided, in relevant part, that in the event a defect developed with the Vehicle during the warranty period, Plaintiff could deliver the Vehicle for repair services to Defendant's representative and the Vehicle would be repaired.

11. During the warranty period, the Vehicle contained or developed numerous defects including but not limited to: Engine; Electrical; and additional defects complained of by Plaintiff to Defendant and its agents. Said defects substantially impair the use, value, or safety of the Vehicle.

12. Defendant and its representatives in this state have been unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of opportunities. Despite this fact, Defendant failed to promptly replace the Vehicle or make restitution to Plaintiff as required by Civil Code section 1793.2, subdivision (d) and Civil Code section 1793.1, subdivision (a)(2).

13. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2, subdivision (d) and Civil Code section 1793.1, subdivision (a)(2), and therefore bring this cause of action pursuant to Civil Code section 1794.

14. Plaintiff suffered damages in a sum to be proven at trial but not less than \$25,000.00.

15. Defendant's failure to comply with its obligations under Civil Code section 1793.2, subdivision (d) was willful, in that Defendant and its representative were aware that they were unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of repair attempts, yet Defendant failed and refused to promptly replace the Vehicle or make restitution. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c).

16. Plaintiff is informed and believes and thereon alleges that Defendant does not maintain a qualified third-party dispute resolution process which substantially complies with Civil Code section 1793.22. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (e).

17. Plaintiff seeks civil penalties pursuant to section 1794, subdivisions (c), and (e) in the alternative and does not seek to cumulate civil penalties, as provided in Civil Code section 1794, subdivision (f).

SECOND CAUSE OF ACTION

VIOLATION OF SUBDIVISION (B) OF CIVIL CODE SECTION 1793.2

(By Plaintiff Against all Defendants)

18. Plaintiff re-alleges and incorporates by reference every allegation contained in this Complaint as though fully set forth in this paragraph.

19. Although Plaintiff presented the Vehicle to Defendant's representative in this state, Defendant and its representative failed to commence the service or repairs within a reasonable time, in violation of Civil Code section 1793.2, subdivision (b).

20. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2(b), and therefore bring this Cause of Action pursuant to

1 Civil Code section 1794.

2 21. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the Vehicle, and
 3 has exercised a right to cancel the purchase. By serving this Complaint, Plaintiff does so again.
 4 Accordingly, Plaintiff seeks the remedies provided in California Civil Code section 1794(b)(1),
 5 including the entire contract price. In the alternative, Plaintiff seeks the remedies set forth in
 6 California Civil Code section 1794(b)(2), including the diminution in value of the Vehicle
 7 resulting from its defects. Plaintiff believes that, at the present time, the Vehicle's value is *de*
 8 *minimis*.

9 **THIRD CAUSE OF ACTION**

10 **VIOLATION OF SUBDIVISION (A)(3) OF CIVIL CODE SECTION 1793.2**

11 **(By Plaintiff Against all Defendants)**

12 22. Plaintiff re-alleges and incorporates by reference every allegation contained in this
 13 Complaint as though fully set forth in this paragraph.

14 23. In violation of Civil Code section 1793.2, subdivision (a)(3), Defendant failed to make
 15 available to its authorized service and repair facilities sufficient service literature and
 16 replacement parts to effect repairs during the express warranty period. Plaintiff has been
 17 damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section
 18 1793.2(a)(3), and therefore bring this Cause of Action pursuant to Civil Code section 1794.

19 24. Defendant's failure to comply with its obligations under Civil Code section 1793.2,
 20 subdivision (a)(3) was willful, in that Defendant knew of its obligation to provide literature and
 21 replacement parts sufficient to allow its repair facilities to effect repairs during the warranty
 23 period, yet Defendant failed to take any action to correct its failure to comply with the law.
 24 Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages;
 25 pursuant to Civil Code section 1794(c).

26 **FOURTH CAUSE OF ACTION**

27 **BREACH OF EXPRESS WRITTEN WARRANTY**

28 **(CIV. CODE, § 1791.2, SUBD. (a); § 1794)**

(By Plaintiff Against all Defendants)

25. Plaintiff re-alleges and incorporates by reference every allegation contained in this Complaint as though fully set forth in this paragraph.

26. In accordance with Defendant's warranty, Plaintiff delivered the Vehicle to Defendant's representative in this state to perform warranty repairs. Plaintiff did so within a reasonable time. Each time Plaintiff delivered the Vehicle, Plaintiff notified Defendant and its representative of the characteristics of the Defects. However, the representative failed to properly and completely repair the Vehicle, breaching the terms of the written warranty on each occasion.

27. Plaintiff has been damaged by Defendant's failure to comply with its obligations under the express warranty, and therefore bring this Cause of Action pursuant to Civil Code section 1794.

28. Defendant's failure to comply with its obligations under the express warranty was willful, in that Defendant and its authorized representative were aware that they were obligated to repair the Defects, but they intentionally refused to do so. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages; pursuant to Civil Code section 1794(c).

FIFTH CAUSE OF ACTION**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY****(CIV. CODE, § 1791.1; § 1794)****(By Plaintiff Against all Defendants)**

29. Plaintiff re-alleges and incorporates by reference every allegation contained in this Complaint as though fully set forth in this paragraph.

30. Pursuant to Civil Code section 1792, the sale of the Vehicle was accompanied by Defendant's implied warranty of merchantability. Pursuant to Civil Code section 1791.1, the duration of the implied warranty is coextensive in duration with the duration of the express written warranty provided by Defendant, except that the duration is not to exceed one-year.

31. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability means and includes that the Vehicle will comply with each of the following requirements: (1)

1 The Vehicle will pass without objection in the trade under the contract description; (2) The
 2 Vehicle is fit for the ordinary purposes for which such goods are used; (3) The Vehicle is
 3 adequately contained, packaged, and labelled; (4) The Vehicle will conform to the promises or
 4 affirmations of fact made on the container or label.

5 32. At the time of purchase, or soon thereafter, the Vehicle contained or developed the
 6 defects set forth above. The existence of each of these defects constitutes a breach of the
 7 implied warranty because the Vehicle (1) does not pass without objection in the trade under the
 8 contract description, (2) is not fit for the ordinary purposes for which such goods are used, (3) is
 9 not adequately contained, packaged, and labelled, and (4) does not conform to the promises or
 10 affirmations of fact made on the container or label.

11 33. Plaintiff has been damaged by Defendant's failure to comply with its obligations under
 12 the implied warranty, and therefore bring this Cause of Action pursuant to Civil Code section
 13 1794.

14 **PRAYER FOR RELIEF**

15 34. WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- 16 A. For Plaintiff's actual damages in an amount according to proof;
- 17 B. For restitution;
- 18 C. For a civil penalty, pursuant to the provisions of Civil Code § 1794 (c) or (e), in
 19 a sum twice the amount of actual damages;
- 20 D. For any consequential and incidental damages;
- 21 E. For general damages in a sum according to proof;
- 23 F. For interest on all damages;
- 24 G. For reasonable attorneys' fees and costs that Plaintiff has been forced to incur in
 25 filing and prosecuting this suit;
- 26 H. For prejudgment interest at the legal rate; and
- 27 I. For such other and further relief as the court may deem proper.

DEMAND FOR JURY TRIAL

35. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demand, a trial by jury.

Dated: August 20, 2024

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